are now discredited. *Behre* v. *National Cash Register Co.*, 100 Ga. 213, 27 S. E. 986; *Hypes* v. *Southern Ry. Co.*, 82 S. C. 315, 64 S. E. 395. The principal cases merely differ as to the circumstances under which a corporation incurs liability for slander. By general principles a corporation should be liable for an agent's acts in the course and scope of the employment. *Hussey* v. *Norfolk Southern R. Co.*, 98 N. C. 34, 3 S. E. 923. See *Goodspeed* v. *East Haddam Bank*, 22 Conn. 530, 538. This is the basis of liability in deceit and libel. *Barwick* v. *English Joint Stock Bank*, L. R. 2 Exch. 259; *Citizens' Life Assurance Co.* v. *Brown*, [1904] A. C. 423. Yet most courts require slander to be authorized or ratified, arguing that slander is an act of personal malice, for which usually the speaker alone should be liable. *Redditt* v. *Singer Mfg. Co.*, 124 N. C. 100, 32 S. E. 392; *Singer Mfg. Co.* v. *Taylor*, 150 Ala. 574, 43 So. 210. But slander does not seem to differ so materially from libel as to require a different rule. *Rivers* v. *Yazoo & Mississippi R. Co.*, 90 Miss. 196, 43 So. 471. Moreover, the malicious and wilful nature of an act should on principle be quite immaterial, unless malice proves to be the agent's sole motive to the exclusion of any intention to act for the master in the course of the employment. *Mott* v. *Consumers' Ice Co.*, 73 N. Y. 543; *Howe* v. *Newmarch*, 94 Mass. 49. Recent decisions tend to fix the corporation's liability by the more logical rule of the Arkansas case. *Stewart* v. *New South Wales Country Press Co.*, 12 N. S. Wales, 171; *Hypes* v. *Southern Ry. Co.*, *supra*. A similar tendency is noticeable in actions against a corporation for malicious prosecution. *Fetty* v. *Huntington Loan Co.*, 74 S. E. 956 (W. Va.).

COVENANTS OF TITLE — COVENANT AGAINST INCUMBRANCES — WHETHER CAUSE OF ACTION CONCLUDED BY FORMER RECOVERY. — The plaintiff, after paying off incumbrances on property conveyed, sued for breach of a covenant against incumbrances. The defendant set up a former recovery of nominal damages before the incumbrance had been paid off. *Held*, that such former recovery is no bar to the present action. *Harsin* v. *Oman*, 123 Pac. 1 (Wash.).

A second recovery on the same facts depends on the accrual of a subsequent obligation which could not have been litigated in the previous suit. *McEvoy* v. *Bock*, 37 Minn. 402, 34 N. W. 740. See BLACK, JUDGMENTS, 2 ed., 747. The decision in the principal case is thus indisputable if the agreement is construed as a continuing covenant to indemnify. *Beach* v. *Crain*, 2 N. Y. 86; *Orendorff* v. *Utz*, 48 Md. 298. The measure of damages suggests a similarity to indemnity agreements, for the amount recoverable is assessed in proportion to the actual expense incurred by the obligee in paying off the incumbrance, and material damages are not allowed where no loss has yet resulted. *Eaton* v. *Lyman*, 30 Wis. 41. This rule, however, is merely to preclude double liability in case of action by the holder of the incumbrance claim against the original covenantor. *Delavergne* v. *Norris*, 7 Johns. (N. Y.) 358. If the covenant is regarded as an agreement to indemnify, no right of action can vest until the covenantee has suffered damage. *Abeles* v. *Cohen*, 8 Kan. 180. In approving the previous allowing of nominal damages, therefore, the principal case treats the covenant as broken when made. To allow a subsequent recovery, as if on a continuing promise to indemnify, seems clearly inconsistent. *Taylor* v. *Heitz*, 87 Mo. 660.

DEEDS — CONDITIONS — ASSIGNMENT OF RIGHT OF ENTRY TO CO-HEIR. — Land was deeded to the defendant on condition that if it were used for other than church purposes it should revert. After breach of the condition three of the heirs of the grantor assigned their rights of entry to their co-heir, who sued for the entire property. *Held*, that he may recover. *Southwick* v. *New York Christian Missionary Society*, 151 N. Y. App. Div. 116, 135 N. Y. Supp. 392.

At common law a right of entry was not assignable, the reasons being that